



A Tata Steel Enterprise

General Terms and Conditions

SAB-profiel bv / A Tata Steel Enterprise
Produktieweg 2 / Postbus 97
NL-3400 AB IJSSELSTEIN

1. Unless we have indicated otherwise in writing these conditions shall apply to all our offers and to all sales and purchase agreements concluded with us, as well as any other agreements, whether further agreements or otherwise. Terms that are contrary to these conditions shall be binding only if we have confirmed them in writing, and they shall only apply to the agreement with respect to which they have been made.
2. A quotation from SAB is without obligation. The commissioning of an order on the basis of a quotation shall not in and of itself give rise to any contract. Any such contract shall only become effective once SAB has issued a written order confirmation.
3. Insofar as we have not agreed otherwise, our prices shall be for delivery ex-works. Our prices are strictly net. In the event that a payment discount has been allowed in respect of a delivery, the period of time within which payment must be made is expressly stated. No discount can be allowed if the other party is in arrears in payment with respect to earlier deliveries.
4. Technical data as stated in the documentation, particularly the measurement and weight indications, have been provided with due observance of the applicable European standards.
5. The products supplied by us will be delivered with the tolerances stated in the standards referred to under 4, unless agreed otherwise.
6. We shall to the best of our ability adhere to the delivery times. However, either exceeding the delivery time or making no delivery on the loading date stated on the order confirmation shall give the other party neither the right to claim for damages or cancellation of the agreement, nor suspension of the sales price. Nor may the other party require that we ensure delivery on any other basis.
7. We are entitled to make partial deliveries.
8. Our prices are exclusive of Dutch VAT and/or other future taxes or surcharges imposed by the government.
9. Goods to be supplied by us may be inspected prior to delivery by the other party at its expense at our works, provided we are notified of the wish to carry out such inspection in due time. If the other party fails to inspect the consignment on the date agreed in advance, the inspection is deemed to have taken place and the goods are deemed to have been approved and accepted.
10. If the cost factors determining the agreed prices (among other things material costs, wage costs, freight charges and rates of exchange) should be increased at the time of delivery, we reserve the right to adjust the prices accordingly.
11. Our confirmation of order states the packaging which will be used by us. Where the other party wishes special packaging, such packaging will be invoiced. Packaging will not be taken back. SAB is not liable for damage that the product may suffer as a result of the method of packaging.
12. The goods will be delivered according to prices per m² and not according to the pro forma net weight, unless this has been otherwise agreed.
13. The other party can view the order status on a statement sent by us. Goods with respect to which a notice of completion has been received must be collected within 3 x 24 hours. The date of delivery is the date of invoice. Where the goods have not been collected within 3 x 24 hours, we have the right to store such goods at the other party's expense and responsibility, and to consider the goods as having been delivered.
14. Except for an explicit agreement to the contrary, all risks relating to the goods, whether directly or indirectly, shall pass on to the other party at the time these goods are handed over to the carrier or the transporter, consequently before the vehicle involved is loaded. In the event of delivery other than ex-works, all costs resulting from such delivery shall be payable by the other party. These costs must be paid to us at our first request.
15. With due observance of the provisions set forth in Article 3, payment must be made within the specified term. If this term is exceeded, the other party shall, without any notice of default being required, be in default of payment and shall owe in such case, without prejudicing our other rights, an interest equal to 1% monthly calculated over the open amount, including VAT. In such case, any part of a month shall qualify as a full month.
16. Neither setting off debts nor full or partial deduction shall be permitted, whereas complaints, if any, do not affect the other party's payment obligations. We have the right to demand at any time that the other party provides, as yet, within a period of time to be set by us and in the manner to be indicated by us, security for the proper performance of his (further) payment obligations; for as long as such security has not been provided, we are not obliged to (further) surrender the object purchased. Costs, whether in or out of court, for the collection of the amounts payable to us, shall be at the other party's expense. Extrajudicial collecting costs owed shall be at least 10% of the amount owed to us. All goods provided by SAB remain the exclusive property of SAB until the moment upon which all claims - pertaining either to this or earlier deliveries - by SAB on the other party have been satisfied by the other party. As concerns the transferral of ownership, the other party is not authorised to pledge, rent out or provide the use of the goods, or in accordance with its normal business operations and their normal designated purpose, to sell, deliver or alienate the goods. Before the other party may give actual control of the goods belonging to SAB to a third party, the other party shall inform the third party of the retention of title of SAB. In the event that SAB is subject to threat, prejudice or hindrance of property rights or rights of action by third parties, the other party is obliged to immediately inform SAB and do everything in its power to assure the property rights or rights of action towards the goods of SAB.
17. With due observance of the tolerances in the standards referred to in Article 4, we guarantee the quality of our goods. This guarantee is limited to serious quality defects, which the other party has reported, in writing, immediately after detection in case of visible defects but at any rate within 8 days and, in case of hidden defects, as soon as possible but at any rate within 1 month after receipt of the goods. In the event that the goods were inspected as referred to in Article 9 or were deemed to have been inspected, each invocation of whatever defect is excluded. If we would so request, the other party will forward the goods to us free of charge to be replaced as referred to in Article 18. Without our consent, no goods may be returned. Payment may not be refused on the basis of the fact that we did not fulfil our guarantee obligations or did not fulfil them in full. Our obligations arising under the guarantee are limited to, at our option, either restitution or crediting of the amount charged for the defective goods to the other party, or replacement, free of charge. Any right to a guarantee shall lapse if the other party fails to fulfil any of its obligations. No guarantee will be issued in the event that a reduced price be employed based on the characteristics of a batch of products.
18. Our liability on account of goods delivered to the other party shall be limited to restitution or crediting, or replacement, free of charge, as referred to in Article 17, so that we shall never be liable for consequential loss or damages such as those due to disruption of business operations, loss of orders, loss of profit or damage due to personal injury, processing costs made unnecessarily or whatever other damage. In the event that we would be liable to pay damages on any account other than because of the goods supplied, the damages payable by us shall, except for intent and/or gross negligence of any of our corporate bodies, always be limited to the amount of the invoice, exclusive of Dutch VAT with respect to the agreement involved. We shall never be liable for damages, even if they are suffered by third parties, which are caused by or inflicted in connection with goods supplied by us to the other party. The other party shall indemnify SAB for all claims that may be instituted against us by third parties on account of such damage.
19. If any situation of permanent force majeure would occur, we shall be entitled, without being obliged to pay any damages, to cancel the agreement. If any situation of temporary force majeure would occur, we shall be entitled, without being obliged to pay any damages, either to suspend performing the agreement or to cancel the agreement in its entirety or in part, on the understanding that we shall, in the event of suspension, be obliged within 6 months after the force majeure situation has occurred, either to resume performing the agreement or to cancel the agreement. Situations of permanent or temporary force majeure which temporarily or fully obstruct the performance of the agreement, even if such situation could already have been anticipated at the time the agreement was concluded, shall also include: fire, civil unrest, war, natural disasters, stagnation in the supply of materials, export, import or transit prohibitions, strikes at our business or at the business of our supplier(s), and furthermore any and all circumstances under which we cannot reasonably be expected to (further) perform our obligations. Force majeure shall also include the situation in which a third party fails to deliver the goods purchased by us and ordered from such third party.
20. 'Pertaining to the other party, in the event of culpable default, placement under guardianship, stopping of the business, a filing for, report or declaration of bankruptcy, liquidation, dissolution or request for payment moratorium, an offer to its creditors for a settlement outside of bankruptcy or attachment of any of its assets, the other party will be in default in relation to SAB and SAB may, without any notice of default being given or intervention of the court, fully or partially dissolve the agreement and moreover suspend its obligations. In such case, SAB may claim payment of all that which it is owed by the other party in accordance with the agreement, as well as compensation for the damages suffered by SAB.'
21. Any disputes that arise between the parties will be subject to Dutch law. Disputes shall, with the exception of appeal, be settled by the competent Court in Utrecht, unless SAB prefers to submit the dispute to another competent Dutch court.